

THIS AGREEMENT DOCUMENT IS USED BY BUSINESSES THAT ARE NOT REQUIRED BY LAW TO PAY BY THE **EFT** METHOD, BUT WISH TO MAKE PAYMENTS IN THIS MANNER.

IF YOU WISH TO MAKE PAYMENTS BY EFT, THEN DOWNLOAD THIS DOCUMENT, COMPLETE IT AND SEND TO THE FOLLOWING ADDRESS:

Arkansas Department of Finance and Administration
Revenue Division
Office of Excise Tax Administration
Ledbetter Building
7th & Wolfe Streets
P. O. Box 8054
Little Rock, Arkansas 72203-8054
Telephone: (501) 682-7200
Fax: (501) 682-7900

State of Arkansas
Department of Finance and Administration
Agreement for Voluntary Electronic Funds Transfer (EFT) Participants

This Agreement is entered into by _____ on behalf of _____, hereinafter called Taxpayer, and Timothy J. Leathers, Commissioner of Revenues for the State of Arkansas, hereinafter called Commissioner, for voluntary payment of the following tax(es) to the State of Arkansas by the EFT method:

Taxpayer is not required by Arkansas law to pay the taxes set forth above by the EFT method. However, the Commissioner has agreed to allow Taxpayer to pay the taxes specified above by the EFF method under the terms set forth below:

The parties to this agreement, in consideration of the mutual covenants and undertakings set forth herein, agree as follows:

1. Taxpayer shall be bound by and comply with the Arkansas statutes addressing the payment of taxes by electronic funds, just as if Taxpayer was required by law to pay the taxes listed above by the EFT method. **Such statutes are Ark. Code Ann.26-19-101 through '26-19-108.** Taxpayer shall make all monthly or quarterly tax payments, including prepayments of sales tax if so required by Ark. Code Ann. '26-52-512, by the EFF method. Both parties acknowledge that "additional tax due" payments (which come from billing notices), cannot be made by EFT.

2. All EFF transactions must be completed by the Taxpayer by 3:00 p.m. (Central Time) one business day prior to the due date for payment of each particular type of tax being paid by the EFT method under this agreement. The funds shall not be debited by the Commissioner from Taxpayer's account until the due date prescribed by statute for each particular type of tax being paid by the EFF method under this agreement. If the due date falls on a weekend or bank holiday, the due date shall become the next working day.

3. Taxpayer shall send a completed and signed authorization agreement (Form EFT-1) to the Sales & Use Tax Section of the Arkansas Department of Finance and Administration. Upon receipt of this form, the Commissioner's bank shall send to Taxpayer the appropriate instructions to perform either an ACH Debit or an ACH Credit EFF transaction, depending upon which type of transaction the Taxpayer selects on Form EFF-1. Taxpayer should receive these instructions and a telephone number for additional help from the Commissioner within approximately two (2) weeks. If Taxpayer chooses to use the ACH Credit method, Taxpayer shall send a pre-note to the Sales and Use Tax Section **before** making the first tax payment via this method. The "pre-note" is an initial payment, normally in the nominal amount of 1 cent, which is used to verify that the EFT account has been set up properly.

4. Upon being accepted and enrolled in the EFT program by the Commissioner, a penalty of five percent (5%) of the total amount of taxes due for the reporting period at issue shall be assessed against Taxpayer for any of the following; (a) failure to pay by the EFT method; (b) transmitting an unauthorized or unreadable record with the deposit; or (c) failure to pay the tax due on or before the due date for such tax. Taxpayer agrees to promptly pay any such penalties that are assessed. In the event of a tax payment made after the due date for such payment, Taxpayer acknowledges that it shall not be entitled to the two percent (2%) discount for timely payments set forth in Ark. Code Ann.'26-52-503 and '26-52-512.

5. Taxpayer acknowledges and agrees that, except as otherwise provided by Ark. Code Ann. '26-19-101 through '26-19-108, Taxpayer shall not be relieved from timely filing tax returns with the State of Arkansas or from complying with all other requirements of Arkansas tax laws.

6. The Commissioner shall have the right to terminate this agreement at any time and shall promptly notify Taxpayer in writing of such termination and the effective date thereof Taxpayer shall have the right to terminate this agreement and withdraw from the EFF program, but only at the end of a calendar year. The election to be removed from the EFT program must be submitted by Taxpayer in writing to the Sales & Use Tax Section at least one (1) month prior to the end of the calendar year.

7. This instrument shall not constitute a contract until accepted in writing by an authorized representative of each party.

8. Each party acknowledges that pursuant to Ark. Code Ann. '26-19-102, they shall be bound by the provisions of the Arkansas Tax Procedure Act (Ark. Code Ann. '26-18-101 et seq.).

9. This contract is executed in the City of Little Rock, State of Arkansas, and shall be construed under the laws of the State of Arkansas, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the Courts of the County of Pulaski, State of Arkansas and each party waves the right to change the venue.

10. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. Form EFT-1 is attached hereto and incorporated herein.

TAXPAYER

By: _____
Signature Title

Company Name Permit Number

Date FEIN

COMMISSIONER OF REVENUES, STATE OF ARKANSAS

By: _____
Signature Title

Date